

NOTIFICATION OF ADDENDUM

ADDENDUM NO. 1

DATED 5/04/2004

Control	0121-01-036, ETC.
Project	STP 2002(298)
Highway	SH 22, ETC.
County	BOSQUE, ETC.

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum by entering the date, which appears at the top of this letter on the Addendum Acknowledgement Form, contained in your bid proposal.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

04/99

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: STP 2002(298)

CONTROL: 0121-01-036

COUNTY: BOSQUE

LETTING: 05/11/2004

REFERENCE NO: 0428

PROPOSAL ADDENDUMS

— PROPOSAL COVER

— BID INSERTS (SH. NO.:)

— GENERAL NOTES (SH. NO.:)

X SPEC LIST (SH. NO.: *)

X SPECIAL PROVISIONS:

ADDED: 000--4217, 008---156

DELETED: 000--4170

008---117

— SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

— OTHER:

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

Deleted SP(000--4170) and replaced it with SP(000--4217) which revises the dates that utility adjustments will be completed.

Deleted SP(008---117) and replaced it with SP(008-156) to allow work to start 60 days after authorization.

CONTROL : 0121-01-036, ETC
PROJECT : STP 2002(298)
HIGHWAY : SH 22, ETC
COUNTY : BOSQUE, ETC

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT
ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION MARCH 1, 1993.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (132)
ITEM 104 REMOVING CONCRETE
ITEM 105 REMOVING STABILIZED BASE AND/OR ASPHALTIC PAVEMENT (216)
ITEM 112 SUBGRADE WIDENING (132)(204)
ITEM 132 EMBANKMENT (100)(204)(400)
ITEM 150 BLADING
ITEM 162 SODDING FOR EROSION CONTROL (166)(168)
ITEM 164 SEEDING FOR EROSION CONTROL (166)(168)(169)
ITEM 168 VEGETATIVE WATERING
ITEM 169 SOIL RETENTION BLANKET
ITEM 305 SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALTIC
PAVEMENT
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES (132)(420)(421)
(524)
ITEM 432 RIPRAP (420)(421)(440)(520)(522)(524)(526)
ITEM 450 RAILING (441)(442)(445)(446)(448)
ITEM 464 REINFORCED CONCRETE PIPE (400)
ITEM 465 MANHOLES AND INLETS (400)(420)(421)(424)(427)(440)(442)
(471)(520)(522)(524)(526)
ITEM 467 SAFETY END TREATMENT (400)(420)(421)(424)(432)(440)(464)
(520)(522)(524)(526)
ITEM 479 ADJUSTING MANHOLES AND INLETS (400)(465)
ITEM 496 REMOVING OLD STRUCTURES (497)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 504 FACILITIES FOR FIELD OFFICE AND LABORATORY (5519)
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER (420)
(421)(437)(440)(526)
ITEM 530 DRIVEWAYS AND TURNOUTS (360)(520)(522)(524)(526)(3146)

ITEM 531 SIDEWALKS (420) (421) (437) (440) (526)
 ITEM 560 MAILBOX ASSEMBLIES (658) (660)
 ITEM 618 CONDUIT (400) (476) (622) (680)
 ITEM 620 ELECTRICAL CONDUCTORS (610) (628)
 ITEM 624 GROUND BOXES (421) (440)
 ITEM 625 ZINC-COATED STEEL WIRE STRAND
 ITEM 628 ELECTRICAL SERVICES (420) (421) (440) (441) (445) (449) (618)
 (620) (656)
 ITEM 629 REMOVING SERVICE POLES
 ITEM 634 PLYWOOD SIGNS (TYPE A) (636) (643)
 ITEM 636 ALUMINUM SIGNS (TYPE A) (643)
 ITEM 642 ALUMINUM SIGNS (TYPE O) (636)
 ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES (421) (440) (634) (636) (646)
 (656)
 ITEM 649 REMOVING OR RELOCATING ROADSIDE SIGN ASSEMBLIES
 ITEM 656 FOUNDATIONS FOR SIGNS, TRAFFIC SIGNALS AND ROADWAY
 ILLUMINATION ASSEMBLIES (400) (416) (420) (421) (440) (449)
 (618) (644)
 ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES
 ITEM 662 WORK ZONE PAVEMENT MARKINGS (666) (672) (677)
 ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (678)
 ITEM 668 PREFABRICATED PAVEMENT MARKINGS (678)
 ITEM 672 RAISED PAVEMENT MARKERS (677) (5699)
 ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300)
 (302) (316) (678)
 ITEM 680 INSTALLATION OF HIGHWAY TRAFFIC SIGNALS (618) (620) (624)
 (625) (628) (636) (656) (682) (684) (686) (688) (1201) (6003) (6010)
 (8230) (8970)
 ITEM 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
 ITEM 684 TRAFFIC SIGNAL CABLES
 ITEM 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (441) (442) (446)
 (449) (656)
 ITEM 688 TRAFFIC SIGNAL DETECTORS (618) (624) (682) (684)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE
 ----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED
 HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
 (FORM FHWA 1273, DECEMBER, 1993)

WAGE RATES

SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
 CONSTRUCTION CONTRACT SPECIFICATIONS" (000---001)
 SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
 ENSURE EQUAL EMPLOYMENT OPPORTUNITY" (000--1981)
 SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"
 (000---003)
 SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--4025)
 SPECIAL PROVISION "OPTIONAL TRAINING" (000--3487)
 SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID
 CONSTRUCTION" (000--4072)
 SPECIAL PROVISION "NOTICE TO ALL BIDDERS" (000---482)

SPECIAL PROVISION "PARTNERING" (000--2169)
 SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000--4169)
 SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000--4217)
 SPECIAL PROVISIONS TO ITEM 1 (001---108) (001---182)
 SPECIAL PROVISION TO ITEM 2 (002---106)
 SPECIAL PROVISION TO ITEM 3 (003---065)
 SPECIAL PROVISION TO ITEM 4 (004---014)
 SPECIAL PROVISION TO ITEM 5 (005---027)
 SPECIAL PROVISIONS TO ITEM 6 (006---018) (006---025)
 SPECIAL PROVISION TO ITEM 7 (007--1059)
 SPECIAL PROVISIONS TO ITEM 8 (008---156) (008---244)
 SPECIAL PROVISION TO ITEM 9 (009---062)
 SPECIAL PROVISION TO ITEM 162 (162---001)
 SPECIAL PROVISION TO ITEM 164 (164---006)
 SPECIAL PROVISION TO ITEM 169 (169---002)
 SPECIAL PROVISION TO ITEM 213 (213---001)
 SPECIAL PROVISION TO ITEM 264 (264---001)
 SPECIAL PROVISIONS TO ITEM 300 (300---065) (300---067) (300---081)
 SPECIAL PROVISION TO ITEM 301 (301---002)
 SPECIAL PROVISION TO ITEM 302 (302---019)
 SPECIAL PROVISION TO ITEM 316 (316---004)
 SPECIAL PROVISION TO ITEM 360 (360---053)
 SPECIAL PROVISION TO ITEM 416 (416---008)
 SPECIAL PROVISION TO ITEM 420 (420---015)
 SPECIAL PROVISION TO ITEM 421 (421---028)
 SPECIAL PROVISION TO ITEM 424 (424---006)
 SPECIAL PROVISION TO ITEM 427 (427---002)
 SPECIAL PROVISION TO ITEM 437 (437---001)
 SPECIAL PROVISION TO ITEM 440 (440---005)
 SPECIAL PROVISION TO ITEM 441 (441---008)
 SPECIAL PROVISION TO ITEM 442 (442---018)
 SPECIAL PROVISION TO ITEM 446 (446---008)
 SPECIAL PROVISION TO ITEM 449 (449---001)
 SPECIAL PROVISION TO ITEM 464 (464---003)
 SPECIAL PROVISION TO ITEM 467 (467---009)
 SPECIAL PROVISION TO ITEM 502 (502---027)
 SPECIAL PROVISION TO ITEM 520 (520---001)
 SPECIAL PROVISION TO ITEM 522 (522---002)
 SPECIAL PROVISION TO ITEM 524 (524---007)
 SPECIAL PROVISION TO ITEM 526 (526---003)
 SPECIAL PROVISION TO ITEM 530 (530---012)
 SPECIAL PROVISION TO ITEM 531 (531---018)
 SPECIAL PROVISION TO ITEM 625 (625---004)
 SPECIAL PROVISION TO ITEM 642 (642---001)
 SPECIAL PROVISION TO ITEM 656 (656---011)
 SPECIAL PROVISION TO ITEM 662 (662---007)
 SPECIAL PROVISION TO ITEM 666 (666---043)
 SPECIAL PROVISION TO ITEM 672 (672---012)
 SPECIAL PROVISION TO ITEM 680 (680---007)
 SPECIAL PROVISION TO ITEM 686 (686---003)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 3146 (3146--015)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 5866 (5866--009)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 8230 (8230--001)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 8970 (8970--001)

SPECIAL SPECIFICATIONS:

ITEM 1201 12 INCH LED TRAFFIC SIGNAL LAMP UNIT
ITEM 3146 QUALITY CONTROL/QUALITY ASSURANCE OF HOT MIX ASPHALT
(213) (217) (264) (300) (301) (504) (520) (5880)
ITEM 5004 TEMPORARY EROSION, SEDIMENTATION AND WATER POLLUTION
PREVENTION AND CONTROL
ITEM 5005 ROCK FILTER DAMS FOR EROSION AND SEDIMENTATION CONTROL
(5004) (5012)
ITEM 5012 EARTHWORK FOR EROSION CONTROL (5004)
ITEM 5249 TEMPORARY SEDIMENT CONTROL FENCE (5004)
ITEM 5519 TRANSPORTABLE CELLULAR TELEPHONES
ITEM 5699 EPOXY AND ADHESIVES
ITEM 5788 LANDSCAPE PAVERS (421)
ITEM 5866 CURB RAMP AND LANDING (104) (420) (421) (437) (440) (526)
ITEM 5880 RIDE QUALITY FOR PAVEMENT SURFACES
ITEM 6002 FLASHER CONTROLLER ASSEMBLY
ITEM 6003 VEHICLE LOOP WIRE SEALANT
ITEM 6009 ROADSIDE FLASHING BEACON ASSEMBLIES (441) (442) (445) (446)
(447) (449) (618) (620) (6002)
ITEM 6010 SALVAGING TRAFFIC SIGNALS
ITEM 8230 LED PEDESTRIAN SIGNAL LAMP UNIT (SYMBOLIC) (682)
ITEM 8969 SOLAR-POWERED (PHOTOVOLTAIC) FLASHER ASSEMBLY (618) (620)
(624) (634) (656) (682) (684) (1201) (6009)
ITEM 8970 VIDEO IMAGING VEHICLE DETECTION SYSTEM

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-
CATIONS FOR THIS PROJECT.

SPECIAL PROVISION**000--4217****Important Notice to Contractors**

The Contractor's attention is directed to the fact that all right-of-way required for the construction of this project has been acquired. As of April 27, 2004, the utilities listed herein have not been adjusted. The State anticipates the adjustment of these utilities by the dates set out below. This should be sufficient time to prevent any undue delay to the Contractor in his normal operation. An extension of working time will be granted, if necessary, for delays caused by interferences beyond estimated dates.

For the Contractor's information, the following listed utilities have not been adjusted as of the aforementioned date. The Contractor is invited to review the outstanding adjustments with the Area Engineer assigned to this contract and listed in the "Notice to Contractors". A map reflecting the location, etc. is on file with the Area Engineer.

Outstanding Utility Adjustments

Owner	Utility and Location	Estimated Date Of Completion Of Adjustment
	SH 22 at SH 174	
	Power pole:	
SBC	Sta. 24+15 Lt.	9-15-04
Texas-New Mexico Power Co.	Sta. 24+25 Lt.	9-15-04
Texas-New Mexico Power Co.	Sta. 24+38 Lt.	9-15-04
Texas-New Mexico Power Co.	Sta. 25+50 Lt.	9-15-04
	SH 174 at FM 2840	
	Fire hydrant:	
City of Meridian	Sta. 0+50 Lt.	9-30-04
	SH 174 at FM 2840	
	Power pole:	
Texas-New Mexico Power Co.	Sta. 1+50 Rt.	9-15-04
Texas-New Mexico Power Co.	Sta. 0+50 Lt.	9-15-04
Texas-New Mexico Power Co.	Sta. 0+50 Rt.	9-15-04
Texas-New Mexico Power Co.	Sta. 0+65 Rt.	9-15-04
	SH 6 at FM 219	
Texas-New Mexico Power Co.	Sta. 586+25 Rt.	10-15-04
Texas-New Mexico Power Co.	Sta. 588+15 Rt.	10-15-04
Texas-New Mexico Power Co.	Sta. 588+15 Lt.	10-15-04
Texas-New Mexico Power Co.	Sta. 589+35 Rt.	10-15-04
Texas-New Mexico Power Co.	Sta. 589+35 Lt.	10-15-04
Texas-New Mexico Power Co.	Sta. 0+85 Rt. (FM 219)	10-15-04
Texas-New Mexico Power Co.	Sta. 590+10 Rt.	10-15-04
Texas-New Mexico Power Co.	Sta. 591+55 Rt.	10-15-04

Owner	Utility and Location	Estimated Date Of Completion Of Adjustment
	SH 6 at FM 219 Gas meter:	
Oncor Gas	Sta. 0+90 Rt. (FM 219)	9-15-04

The utilities listed above will be adjusted by the owner and will not be the responsibility of the Contractor.

SPECIAL PROVISION

008---156

Prosecution and Progress

For this project, Item 008, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 8.2. Prosecution of Work is voided and replaced by the following:

8.2. Prosecution of Work. Prior to beginning construction operations, a preconstruction conference between the Contractor and the Engineer will be conducted. The Contractor shall begin the work to be performed under the contract within 60 days after the date of the authorization to begin work as shown on the work order and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall notify the Engineer at least 24 hours before beginning work and any new operation. The Contractor shall not start new operations to the detriment of work already begun. The prosecution of the work shall be conducted in such a manner as to impose minimum interference to traffic.

The contract time requirement is a key factor to both the Department and the Contractor. All time limits stated in the Contract Documents are of the essence of the Contract.

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that he intends to follow in order to complete the contract within the allotted time. The project schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM project schedule shall be prepared using the Precedence Diagram Method (PDM). The Contractor shall create and maintain the schedule using the latest version, at the time of the award of the contract, of Primavera System, Inc. Primavera Project Planner or Suretrak Project Scheduler computer scheduling software, except when a general note requires the Contractor to create and maintain the schedule using the latest version, at the time of the award of the contract, of Primavera Systems, Inc. Primavera Project Planner computer software. The observance of the requirements herein is an essential part of the work to be done under the contract. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the contract.

(1) Personnel. The Contractor shall provide an individual, referred to hereafter as the Scheduler, to create and maintain the CPM schedule. He shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the Engineer.

(2) Schedule. The purpose of the Department requiring the project schedule shall be to:

1. Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working days and all milestones;
2. Assure coordination of the efforts of the Contractor, Department, Utilities and others that may be involved in the project;
3. Assist the Contractor and Department in monitoring the progress of the work and evaluating proposed changes to the contract; and
4. Assist the Department in administering the contract time requirements.

The project schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the Engineer; concise description of the work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Engineer and Contractor. The Contractor shall provide to the Engineer a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the Department and the Contractor.

Only Department responsible delays in activities that affect milestone dates or the contract completion date, as determined by CPM analysis, will be considered for a time extension.

(3) Preliminary Schedule. At least seven days prior to the preconstruction conference, the Contractor shall provide a Preliminary Schedule, which shall be used to monitor the progress of the work during the first sixty (60) calendar days of the contract while the Detailed Schedule is being developed and accepted. The Engineer will review the Preliminary Schedule within seven (7) days for compliance with the specifications and notify the Contractor at the conference of its acceptability. No work shall begin until the preliminary Schedule has been accepted by the Engineer.

The purpose of the preliminary schedule is to provide the Contractor with adequate time to prepare the detailed schedule.

The Preliminary Schedule shall be prepared and maintained in accordance with the scheduling requirements stated in Subarticles 8.2 (2) and (6) for all activities planned for the first ninety (90) calendar days of the contract and shall contain summary activities representing the work required to complete the contract. The Preliminary Schedule shall be submitted to the Engineer in the same format as that specified for the Detailed Schedule in Subarticle 8.2(4).

(4) Detailed Schedule. The Contractor shall provide a Detailed Schedule, which shall show the sequence and interdependence of activities required for complete performance of the work. The Detailed Schedule shall be prepared and maintained in accordance with the scheduling requirements stated in Subarticle 8.2.(2) and (6).

Within thirty-five (35) calendar days after the start of contract time, the Contractor shall submit two (2) organized plots with the activities logically grouped using the activity coding and one (1) 3-1/2 inch computer disk backup of the proposed Detailed Schedule to the Engineer.

The schedule shall encompass the time from the start of the contract time to the project completion date and shall incorporate in detail the first ninety (90) calendar days for the Preliminary schedule including all updates and required revisions. The longest path through the schedule shall be readily discernable on the plot of the schedule.

(5) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed detailed schedule, the Engineer shall evaluate the schedule for compliance with this specification, and notify the Contractor of his findings. If the Engineer requests a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Engineer within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the plans, then the Contractor shall notify TxDOT in writing, separate from the schedule submittal.

The Engineer's review and acceptance of the Contractor's project schedule is for conformance to the requirements of the contract documents only. Review and acceptance by the Engineer of the Contractor's project schedule does not relieve the Contractor of any of its responsibility for the project schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the contract completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or

equipment loading of the Contractor's project schedule. In the event the Contractor fails to define any element of work, activity or logic and the Engineer review does not detect this omission or error, such omission or error, when discovered by the Contractor or Engineer, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

(6) Updates. The Project Schedule shall be updated on a monthly basis. The Project Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Engineer each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:

- 1) one (1) complete 3-1/2 inch computer disk backup of the project post update changes and reschedule calculations.
- 2) One (1) logically organized plot of the schedule update if requested by the Engineer.

(7) Project Schedule Revisions. If the Contractor desires to make major changes in the project schedule, the Contractor shall notify the Engineer in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall include a 3-1/2 inch computer disk backup of the schedule that includes the revision and one logically organized plot of the schedule if requested by the Engineer.

Major changes are hereby defined as those that may affect compliance with the contract requirements or those that change the critical path. All other changes may be accomplished through the monthly updating process without written notification.

(8) Time Impact Analysis. The Contractor shall notify the Engineer when an impact may justify an extension of contract time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the Engineer by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits his right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the Engineer a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the project, as represented by the schedule. The purpose of the time impact analysis is to determine if the overall project has been delayed, and if necessary, to provide the Contractor and the Department a basis for making adjustments to the contract.

A time impact analysis shall consist of one or all of the steps listed below.

- Step 1. Establish the status of the project before the impact using the most recent project schedule update prior to the impact occurrence.
- Step 2. Predict the effect of the impact on the most recent project schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule using a fragnet. This is the presentation of a fragmentary portion of the schedule network showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.
- Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.
- Step 4. Compare the status of the work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include a 3-1/2 inch computer disk backup of the complete schedule prepared in Step 2 that includes the fragnet. If the project schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the Engineer the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The Engineer may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of contract time.

Approval or rejection of each time impact analysis by the Engineer shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

Article 8.5. Computation of Contract Time for Completion. The last sentence of the first paragraph is voided and replaced by the following:

For the purpose of computation of workings days, time charges will be considered to begin 60 calendar days after the date of the written authorization by the Engineer to begin work. However, if the Contractor elects to initiate work on the project at some time within the 60-day period, time charges shall be computed beginning with the first day of construction activity on the project.

Article 8.5. Computation of Contract Time for Completion. The fourth sentence of the second paragraph is voided and replaced by the following:

Not filling a protest by the end of the next estimate period for any time statement will indicate the Contractor's approval of the time charges as shown on that time statement and future consideration of that statement will not be permitted unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.